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PTO/SB/81 (02/99)  
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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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 <b>POWER OF ATTORNEY OR AUTHORIZATION OF AGENT</b>	<b>Application Number</b>	09/920,081
	<b>Filing Date</b>	July 31, 2001
	<b>First Named Inventor</b>	William E. San Filippo, III
	<b>Title</b>	METHOD FOR MEASURING LOAD BETWEEN MCDN DEVICES FOR USE IN DETERMINING PATH WITH OPTIMAL THROUGHPUT
	<b>Group Art Unit</b>	2661
	<b>Examiner Name</b>	
	<b>Attorney Docket Number</b>	040020-009400US

I hereby appoint:

☒ Practitioners at Customer Number **20350**  
**OR**

☐ Practitioner(s) named below:

Name	Registration Number

Place Customer  
Number Bar Code  
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as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

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<input checked="" type="checkbox"/> Firm or Individual Name	Lesley S. Craig				
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City	San Francisco	State	CA	ZIP	94111-3834
Country	USA				
Telephone	303 571 4000	Fax	415 576 0300		

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

**SIGNATURE of Applicant or Assignee of Record**

Name	Jon Zimbeck
Signature	
Date	4/13/02

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☐ \*Total of \_\_\_\_\_ forms are submitted.

Burden Hour Statement: This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the individual case. Any Comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.  
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PTO/SB/96 (08-00)  
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Attorney Docket No. 040020-009400 US

COPY OF PAPERS  
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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: William E. San Filippo, III

Application No./Patent No.: 09/920,081

Filed/Issue Date: July 31, 2001

Entitled: METHOD FOR MEASURING LOAD BETWEEN MCDN DEVICES FOR USE IN DETERMINING PATH WITH OPTIMAL THROUGHPUT

Ricochet Networks, Inc.

a Delaware corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.  
OR
- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: William E. San Filippo, III

To : Metricom, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel 012062, Frame 0621, or for which a copy thereof is attached.

2. From: Metricom, Inc.

To : Ricochet Networks, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_

To : \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.8]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

4/3/02  
Date

Jon Zimbeck  
Typed or printed name  
Jon Zimbeck  
Signature  
Controller  
Title

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APR 26 2002

Technology Center 2600

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of November 7, 2001 (the "Effective Date") by and between Metricom, Inc., a Delaware corporation, Metricom Finance, Inc., Metricom Investments DC, Inc., Metricom DC, L.L.C. and Metricom New York, L.L.C. (collectively, "Assignors") having a principal place of business at 333 West Julian Street, San Jose, California 95110 and Ricochet Networks, Inc., a Delaware corporation, having its principal place of business at 1400 Glenarm Place, Denver, Colorado 80202 (the "Assignee").

WHEREAS, upon the terms and subject to the conditions set forth in that certain Asset Purchase Agreement dated as of October 18, 2001 by and among Assignee and Assignors (the "Asset Purchase Agreement"), Assignors have agreed to transfer and deliver to Assignee, and Assignee has agreed to acquire and accept from Assignors, the Assets (as defined in the Asset Purchase Agreement), including the Intellectual Property (as defined below), in exchange for certain commitments and obligations, including, without limitation, the execution of certain transfer documents, including this Assignment;

WHEREAS, pursuant to an "Order Authorizing Sale of Debtors' Assets Free and Clear of Liens, Claims, Rights and Interests" (the "Order") approved by the United States Bankruptcy Court, Northern District of California, San Jose Division (the "Court"), dated November 2, 2001, the Court ordered that the Assignors are authorized to enter into and execute the Agreement and pursuant thereto, to sell and transfer certain assets to the Assignee, such transfer to vest Assignee with all right, title and interest of the Assignors in and to the Assets free and clear of all liens (as defined in Bankruptcy Code Section 101(37)) and any and all claims (as defined in Section 101(5) of the Bankruptcy Code) and any interest of any entity in such Assets, including, without limitation, those parties with purported liens in the Assets listed on Exhibit A to such Order;

NOW, THEREFORE, pursuant to the Asset Purchase Agreement, as approved by the Order of the Court, the parties hereby agree as follows:

### 1. Assignment and Definitions.

a. **Assignment.** Assignors hereby assign, transfer and convey to Assignee, and Assignee accepts, all of Assignors' right, title, and interest throughout the world in and to the Intellectual Property (as defined below), except for the Excluded Assets (as defined below). The intangible property and Intellectual Property subject to this Intellectual Property Assignment are conveyed "AS IS--WHERE IS--WITH ALL FAULTS" and "WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATIONS OR WARRANTIES RELATED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE."

b. **Intellectual Property Definition.** Intellectual Property shall mean (i) all Assignors' inventions (whether or not patentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, divisions, continuations, continuations-in-part, revisions, renewals, extensions, and reexaminations thereof, (ii) all Assignors' registered and unregistered trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (iii) all Assignors' works of authorship, including, without limitation, all copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith, and all moral rights, (iv) all Assignors' databases, data compilations and data collections, (v) all Assignors' trade secrets and confidential information (including, without limitation, ideas, research and development, know-how, processes, methods, techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business, technical and marketing plans and proposals), (vi) all Assignors' domain names, web addresses and websites, (vii) all Assignors' computer software, source code and object code, whether embodied in software, firmware or otherwise (including related data and documentation), (viii) all Assignors' other intellectual property and proprietary rights, (ix) all copies and tangible embodiments of all of the foregoing (i) through (viii) in any form or medium, and (x) all of the intangible property and intellectual property rights listed in Schedule A attached hereto.

c. **Excluded Assets Definition.** "Excluded Assets" shall mean (a) all cash and cash equivalents of Assignors; (b) all deposits placed by or on behalf of Assignors with any Person; (c) all credits and refunds in favor of Assignors or owing by any Person to Assignors, including any NOLs or Tax refunds; (d) all accounts receivable of Assignors; (e) all claims and causes of action of Assignors, including, but not limited to, all preference or avoidance claims under Chapter 5 of the Bankruptcy Code and in respect of pending or future litigation with MCI WorldCom and all counterclaims, defenses, offsets, and rights of recoupment that Assignors may have or may assert against any person with a claim scheduled by or filed against Assignors (but excluding (1) any rights to enforce non-competition agreements or other rights referenced in Section 2(f) of the Asset Purchase Agreement relating to employees arising on or prior to the Effective Date and (2) rights provided to Assignee in Section 2.3.2 of the Asset Purchase Agreement); (f) all rights of Assignors under the Asset Purchase Agreement or any related agreement between Assignee and Assignors contemplated thereby; (g) all insurance policies and proceeds in respect of Excluded Assets and all claims under any insurance policy arising from events which occur prior to the Effective Date (subject to the provisions of Section 6.7(d) of the Asset Purchase Agreement); (h) all WCS FCC spectrum licenses; (i) any financial documents (including but not limited to financial statements, bank statements, budgets, emails, electronic records, correspondence, notes, purchase orders, contracts and agreements (except any contracts or agreements assumed and assigned to Assignee pursuant to the terms of the Asset Purchase Agreement), change orders, invoices, billing records, accounts payable records, checks and business information related to any claims scheduled or filed against the Assignors), legal documents (including any documents or contracts protected by attorney client privilege or work product immunity), any personnel files, or any other documents specifically designated by the Assignors prior to closing, provided, however, that Assignors shall provide Assignee reasonable access to such documents and that Assignee shall have the right to obtain and the right to copy all such documents that Assignors intend to discard; (j) all rights in and under and all proceeds of

any directors and officers liability insurance policy; (k) all Assignors' interest in and under the Asset Purchase Agreement including Assignors' interest in the Earnest Money Deposit; (l) subject to the right of Assignee to the non-legal and non-financial information, data and data bases contained in any equipment, whether or not such equipment constitutes Excluded Assets, (m) all office equipment, fixtures, and office furniture located in San Jose, California (including such goods located at 333 West Julian Street and such goods located at the Pivot Office Systems warehouse); (n) all laptop computers; and (o) all motor vehicles, cars, and trucks.

2. Protection. Assignors further hereby assign to and empower Assignee, its successors, assigns or nominees, all rights to make applications for patents, copyright, trademark or design registrations or other forms of protection for the Intellectual Property and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention that may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

3. Authorization to Record. Assignors further agree that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for patent, copyright, trademark or design or other protection for the Intellectual Property and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention that may henceforth be substituted for it.

4. Further Assurances. In the event that Assignee requires the signature of any Assignor(s) for any document(s) that is necessary for Assignee's full enjoyment and use of the Intellectual Property assigned hereunder, Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignors.

5. Moral Rights. To the extent moral rights assigned under this Assignment cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where moral rights exist, Assignors hereby waive such moral rights. Assignors shall confirm any such waivers and consents from time to time as requested by the Assignee.

6. Miscellaneous. The waiver by either party of any breach of this Assignment or any right hereunder shall not constitute a waiver of any subsequent breach of this Assignment; nor shall any delay by either party to exercise any right under this Assignment operate as a waiver of any such right. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. Headings and captions are for convenience only and are not to be used in the interpretation of this Assignment. This Assignment shall be deemed to have

been made in, and shall be construed pursuant to the laws of the State of California and the United States America without regard to conflicts of laws provisions thereof. This Assignment shall be binding on the parties' respective heirs, executors, successors and assigns.

NOV. 7. 2001- 3:48PM

4082523030;

NOV-7-01 3:36PM NO. 3094 P. 9E 3/5

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first written above.

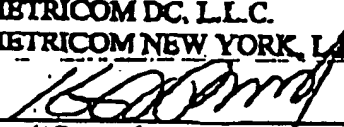
**ASSIGNEE:**

**RICOCHET NETWORKS, INC.,** a Delaware corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNOR:**

METRICOM, INC., a Delaware corporation  
METRICOM FINANCE, INC.  
METRICOM INVESTMENTS DC, INC.  
METRICOM DC, L.L.C.  
METRICOM NEW YORK, L.L.C.

  
By: KEVIN T. DOND  
Its: INTERIM CEO

NOV. 7. 2001. 5:47PM MURPHY → 989#6331#13034102199

NO. 3103.69P. 2002/002

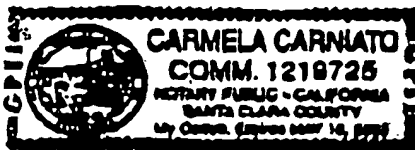
STATE OF California )  
COUNTY OF Santa Clara )

ss.

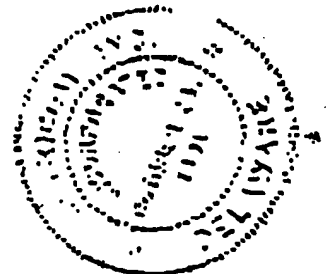
On this 7<sup>th</sup> day of November in the year 2001, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared [Signature], personally known to me as ~~proved to me on the basis of satisfactory evidence~~ to be the person who executed the within instrument as Jesus C. D., on behalf of [Signature], and acknowledged to me that he executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]



Carmela Carniato  
Notary Public in and for the aforesaid County  
and State





IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first written above.

**ASSIGNEE:**

RICOCHET NETWORKS, INC., a Delaware corporation

By: MARTIN C. HANSEN  
Its: PRES, CEO

**ASSIGNOR:**

METRICOM, INC., a Delaware corporation  
METRICOM FINANCE, INC.  
METRICOM INVESTMENTS DC, INC.  
METRICOM DC, L.L.C.  
METRICOM NEW YORK, L.L.C.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF Colorado )  
COUNTY OF Denver )

ss.

On this 7<sup>th</sup> day of November, in the year 2001, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Morton C. Aaronson personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as President and CEO, on behalf of Ricochet Networks Inc. and acknowledged to me that Morton C. Aaronson executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]

Janice Lynn Bennett  
Notary Public in and for the aforesaid  
County and State

**SCHEDULE A**  
(Intangible Property Rights)

Assignors hereby assigns to Assignee all of Assignors' right, title and interest (but only to the extent of Assignors' right, title and interest, if any, therein) in and to all intangible property rights, including without limitation, the following items:

All U.S. and international Intellectual Property related to the Business and all royalty and license payments related thereto, and , including without limitation:

- (a) All patents, patent applications under review, and potential patent ideas, including, without limitation:

**Existing Patents**

**I. Patent No.**

**Title**

*(or if Int'l filing - Publication No. & ISO 2-letter country code)*

4,939,726 (US) & 5,115,433(US):	<u>Method And System For Routing Packets In A Packet Communication Network</u>
0455959 (DE):	<u>Method And System For Routing Packets In A Packet Communication Network</u>
FR 0455959 (FR):	<u>Method And System For Routing Packets In A Packet Communication Network</u>
GB0455959 (GB):	<u>Method And System For Routing Packets In A Packet Communication Network</u>
IT 0455959 (IT):	<u>Method And System For Routing Packets In A Packet Communication Network</u>
5,570,084 (US):	<u>Method Of Loose Source Routing Over Disparate Network Types In A Packet Communication Network.</u>
5,471,469 (US):	<u>Method Of Resolving Media Contention In Radio Communication Links</u>
5,479,400 (US):	<u>Transceiver Sharing Between Access And Backhaul In A Wireless Digital Communication System</u>
685643 (AU):	<u>Transceiver Sharing Between Access And Backhaul In A Wireless Digital Communication System</u>
5,130,987 (US):	<u>Method For Synchronizing A Wide Area Network Without Global Synchronizing</u>
0447987 (DE):	<u>Method For Synchronizing A Wide Area Network Without Global Synchronizing</u>
0447987 (FR):	<u>Method For Synchronizing A Wide Area Network Without Global Synchronizing</u>
0447987 (GB):	<u>Method For Synchronizing A Wide Area Network</u>

5,515,369 (US):	<u>Without Global Synchronizing</u> <u>Method For Frequency Sharing And Frequency</u> <u>Punchout In Frequency Hopping Communications</u> <u>Network</u>
0450382 (DE):	<u>Method For Frequency Sharing And Frequency</u> <u>Punchout In Frequency Hopping Communications</u> <u>Network</u>
0450382 (FR):	<u>Method For Frequency Sharing And Frequency</u> <u>Punchout In Frequency Hopping Communications</u> <u>Network</u>
0450382 (GB):	<u>Method For Frequency Sharing And Frequency</u> <u>Punchout In Frequency Hopping Communications</u> <u>Network</u>
0450382 (IT):	<u>Method For Frequency Sharing And Frequency</u> <u>Punchout In Frequency Hopping Communications</u> <u>Network</u>
5,400,338: (US)	<u>Parasitic Adoption Of Coordinate-Based Addressing</u> <u>By Roaming Node</u>
5,488,608: (US)	<u>Method And System For Routing Packets In A</u> <u>Packet Communication Network Using Locally</u> <u>Constructed Routing Tables</u>
5,453,977 (US):	<u>Method For Network Configuration Via Third Party</u> <u>Query</u>
5,903,566 (US):	<u>Method For Distributing Program Code To</u> <u>Intelligent Nodes In A Wireless Mesh Data</u> <u>Communication Network</u>
5,664,194 (US):	<u>Method For Autonomously Transferring Code To A</u> <u>Computer Without Accessing Local Memory By</u> <u>The Central Processing Unit</u>
5,007,052 (US):	<u>Method For Routing Packets By Squelched Flooding</u>
5,774,344 (US):	<u>RF Shield For Circuit Card Having A Solid First</u> <u>Flange</u>
5,706,221 (US):	<u>Method And Apparatus For Recovering Digital Data</u> <u>From Baseband Analog Signal</u>
5,079,768: (US):	<u>Method For Frequency Sharing In Frequency</u> <u>Hopping Communications Network</u>
5,818,828 (US):	<u>Hybrid Multiple Access Protocol For Wireless</u> <u>Frequency Hopping Microcells With Adaptive</u> <u>Backhaul And Heartbeat</u>
5,636,216 (US):	<u>Method For Translating Internet Protocol Addresses</u> <u>To Other Distributed Network Addressing Schemes</u>
5,465,398 (US):	<u>Automatic Power Level Control Of A Packet</u> <u>Communication Link</u>

5,406,249 (US):	<u>Method And Structure For Coupling Power-Line Carrier Current Signals Using Common-Mode Coupling</u>
5,703,602 (US):	<u>Portable RF Antenna</u>
5,479,176 (US):	<u>Multiple-Element Driven Array Antenna And Phasing Method</u>
4,835,463 (US):	<u>Wide Dynamic Range A.C. Current Sensor</u>
& 4,939,451 (US):	
5,485,393 (US):	<u>Method And Apparatus For Measuring Electrical Parameters Using A Differentiating Current Sensor And A Digital Integrator</u>
5,243,536 (US):	<u>Method And Apparatus For Measuring Volt-Amps Reactive Power Using Synthesized Voltage Phase Shift</u>
02-165511 (JP):	<u>Method For Routing Flooding Packet To Node</u>
07-057924 (JP):	<u>Method In Which Mobile Node Forms Communication Link with Network</u>
07-057925 (JP):	<u>Method For Acquiring List Of Communication Link Mode</u>
5,223,790 (US) & 5,338,332:	<u>Current Sensor Using Current Transformer with Sintered Primary</u>
69127117.8:	<u>Method for Synchronizing a Wide Area Network Without Global Synchronization</u>
69131240.0:	<u>Method &amp; System Routing Packets in a Packet Communication Network</u>
69126164.4:	<u>Method for Frequency Sharing in Frequency Hopping Communications Network</u>
5,130,987 (US):	<u>Method for Synchronizing a Wide Area Network Without Global Synchronizing</u>

Patent Applications Filed prior to Autobahn High Speed Network Project:

09/483,280 (US) <i>pending</i>	<u>Method for Emulating Point to Point Protocol (PPP) Over an Imperfect Mesh Network</u>
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Pending Patent Applications:


2194069 (CA) <i>pending</i>	<u>Method Of Loose Source Routing Over Disparate Network Types In A Packet Communication Network</u>
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95-924666.1 (EP) <i>pending</i>	<u>Method Of Loose Source Routing Over Disparate Network Types In A Packet Communication Network</u>
2192201 (CA) <i>pending</i>	<u>Transceiver Sharing Between Access And Backhaul In A Wireless Digital Communication System</u>
95-922257.1 (EP) <i>pending</i>	<u>Transceiver Sharing Between Access And Backhaul In A Wireless Digital Communication System</u>
57924/95 (JP) <i>pending</i>	<u>Parasitic Adoption Of Coordinate-Based Addressing By Roaming Node</u>
94915683.7 (EP) <i>pending</i>	<u>Method And System For Routing Packets In A Packet Communication Network Using Locally Constructed Routing Tables</u>
57925/95 (JP) <i>pending</i>	<u>Method For Network Configuration Via Third Party Query</u>
09/198,060 (US) <i>pending</i>	<u>Method &amp; Apparatus for Maximizing Data Throughput in a Packet Radio Mesh Network</u>
09/483,304 (US) & 01/01164 (PCT) <i>pending</i>	<u>Method &amp; Apparatus for Connection Handoff Between connected Radios</u>
09/605,047 (US) <i>pending</i>	<u>Compact Broadband High Efficiency Microstrip Antenna for Wireless Modems</u>
09/585,986 (US) <i>pending</i>	<u>Method of Communication with a Modem During a Connected State using Packets</u>
09/568,605 (US) & 01/09914 (PCT) <i>pending</i>	<u>Method and apparatus for virtual band splitting</u>
09/565,658 (US) <i>pending</i>	<u>Optimizing Throughput To A Wired Access Point In A Mesh Network With Instantaneous Hand-Off</u>
09/652,858 (US) & 01/10649 (PCT) <i>pending</i>	<u>Method and apparatus for selecting a directional antennae in a wireless communication system</u>
09/652,856 (US) <i>pending</i>	<u>Method and apparatus for channel masking in a wireless communications system</u>
09/894,854 (US) <i>pending</i>	<u>Method for Enhancing Mobility in a Wireless Mesh Network</u>
09/923,872 (US) <i>pending</i>	<u>Scalable Method for Providing Location Information</u>
09/920,081 (US) <i>pending</i>	<u>Method for Measuring Load Between MCDN Devices for Use in Determining Path with Optimal Throughput</u>
527138/95 <i>pending</i>	<u>Method &amp; System for Routing Packets in a Packet Network Using Locally Constructed Routing Tables</u>
09/568658 <i>pending</i>	<u>Method for Maximizing Throughput for Multiple Links Using Directional Elements</u>

Unfiled Invention Disclosures:011727-008800US *unfiled*Method & Apparatus for Communicating Channel  
Information Over a Wireless Network011727-008900US *unfiled*Method for Routing Packets011727-009500US *unfiled*Method for Wireless Packet Payload Transfer


All patents, patent applications under review, and potential patent ideas, described in Assignors' Chapter 11 Auction Information Due Diligence Sale Book, incorporated herewith by reference, and Exhibit B to the Utilinet Technology License and Supply Agreement between Assignors and Schlumberger Resources Management Services, Inc., as amended by Amendment One thereto, incorporated herewith by reference.

- (b) All trademarks, trade names, logos, service marks, all registrations and applications relating to the foregoing, and the goodwill associated therewith and symbolized thereby, including without limitation the following:

Serial No. 76151011, Mark: 

Serial No. 76151290, Mark (words only): Ricochet Ready

Serial No. 76151247, Mark (words only): Ricochet Ready

Serial No. 76151242, Mark:  (words only): Ricochet Ready

Serial No: 75144414, Mark (words only): Metricom

Serial No: 75144413, Mark (words only): Metricom

Serial No: 74220337, Mark (words only): Utilinet

Serial No: 74303191, Mark (words only): WanGate

- (c) All copyrights, copyright registrations, moral rights and works of authorship;
- (d) All know-how, processes, technical data, techniques, confidential business information, lists of former customers and data relating to former

customers (Assignors have no current customers), inventions (whether or not patented or patentable), trade secrets, data bases and rights in data, and other proprietary information, technology and intellectual property rights; and

(e) All Internet domain names.

All lists and databases of resellers, channel partners, co-marketing partners, vendors, suppliers

All breakdowns of resellers by market zip/customer lists

All franchise lists

All lists and maps of specific coverage areas by zip/poletop

All documentation relating to customer base

All lists of former market/advertising/media campaigns

All intelligence regarding competition by market

All reports of revenue by customer/product by market

All descriptions of pricing by product/market

All lists of VPN customers (by NIF/WAP)

All lists of marketing related assets: trade show booths, point of purchase, audio video equipment, kiosks, etc.

All lists of trademarks, service marks, copyrights, patents, URLs, etc.

All lists of former shareholders/investors

All lists of public relations, media, and analyst contacts

All lists of copyright materials: marketing, advertising campaigns, print, electronic, website, portals etc. materials, press releases, shareholder communications etc.

All rights of any kind associated with the names "Ricochet" and "Metricom," including without limitation: ricochet.com, ricochet.net, and metricom.com.

All programming and associated elements, including but not limited to software code, current databases, descriptive documentation, instructional materials, and related property, which were utilized in the:

A. Operation, maintenance, supervision, receipt of and response to equipment alarms, electronic polling of poletop radios, and all associated activities;



- B. Operation and maintenance of the "Name Server" facility at the NOC locations;
- C. Billing and accounting for direct customer or reseller transactions;
- D. Equipment inventory, warehousing, and material purchasing;
- E. Network devices (e.g., modems, poletop radios, e-radios, WAP and NIF devices)

All equipment, cabinets, disk drives or other physical or electronic storage media or devices containing or storing and business information, not included among the Excluded Assets.

All engineering designs, drawings, and specifications.

All specifications issued for manufactured devices.

All GIS systems and licenses, mapping files, associated databases, and database subscriptions.

All as-built drawings for all locations

All vendor-provided workmanship warranties.

All hazardous materials guidelines and procedures.

All business plans, marketing studies.

All customer lists, reseller lists, and contracts with vendors, including without limitation all WAP leases, NIF collocation agreements, NOC leases, and circuit agreements.

All franchise agreements.

All FCC equipment approvals.

All software licenses and operating systems.

All process and other documentation, systems, and policies relating to operations, engineering, manufacturing, construction, etc.

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: William E. San Filippo, III

Application No./Patent No.: \_\_\_\_\_ Filed/Issue Date: \_\_\_\_\_

Entitled: Method For Measuring Load Between MCDN Devices For use In Determining Path With Optimal Throughput

Metricom, Inc., a Delaware corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To : \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To : \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To : \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.

**[NOTE:** A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.8]

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

7/19/01  
Date

  
Signature  
Michael W. Ritter  
Typed or printed name  
Chief Technology Officer  
Title

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.